Previous references.

Govt Pro: No 13788, dated 25th February 1902 — J 1164

File No. 121 1904-05

1904

(III-Courts.)

Later references.

Same file B Mancherios No 1611

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 to 9.

PART B FOR November 1904.

SUBJECT.

Civil Suit brought by Contractor Malliah against the Executive Engineer, Mysore Division - O.S. No. 8 of 1900-1 on the file of the District Judge, Mysore.

FILE No. 121 of 1904-05.

Civil Suit brought by Contractor Malliah against the Executive Engineer, Mysore Division, in Original Suit No. 8 of 1900-01, on the file of the District Court, Mysore.

1 From the Government Advocate in Mysore, No. 65, dated the 7th October 1904.
States that judgment has been passed in the case dismissing the suit, and requests that he may be permitted to go to Mysore to present an application for withholding the amount due to the plaintiff in the case to be set off against the costs payable by him, the Executive Engineer, Mysore, being asked not to pay the amount either to plaintiff or to Court.

2 Government Proceedings No. J. 1106-7—C. 121-2, dated the 5th November 1904, to the Government Advocate in Mysore and the Executive Engineer, Mysore Division, through the Chief Engineer in Mysore.
Records the above letter; authorizes the Government Advocate to take all the necessary steps to recover the amount of costs decreed to be payable by the plaintiff (Contractor Malliah) in the case, the action taken being reported to Government and requests the Executive Engineer not to pay the amount due to the contractor either to him or to the Court.

Progs No. 13788-89—J. 1164, dated the 20th February 1902.

3	From the Government Advocate, No. 75, dated the 9th November 1904. Forwards certified copies of the decree and judgment passed in the case with a bill for Rs. 891-8-0 for his appearance in the case, and requests that sanction may be accorded to the payment of the said sum.
4	From the same, No. 76, dated the 9th November 1904. Reports the action taken by him in the matter as called for in Serial No. 2.
5	Government Proceedings No. J. 1246-47—C. 121-5, dated the 15th November 1904, to the Government Advocate in Mysore and the Comptroller to Government. Sanctions the bill received with Serial No. 3, and forwards the same to the Comptroller for audit.
6	To the Chief Engineer in Mysore, No. J. 1248—C. 121-6, dated the 15th November 1904. Forwards for perusal and return copy of the judgment passed in the case by the District Judge of Mysore.
7	To the Government Advocate in Mysore, No. J. 1249—C. 121-7, dated the 15th November 1904. Records his letter reporting the action taken by him in the matter of the recovery of the amount of cost decreed to be payable by Contractor Malliah.
8	To the Chief Engineer in Mysore, No. J. 1250—C. 121-8, dated the 15th November 1904. Forwards copy of Serial No. 4.

3

G.R.S. 11] 1904.05

GENERAL AND REVENUE SECRETARIAT.

(Jans)

NOTES.

File No. 121

FILE HEADING.

Civil Suit brought by Contractor on Malliah against the Executive Engineer, Mysore Division, in the file of the District Court, ~~Bangalore~~ Mysore.

From

The Government Advocate in Mysore.

No. 65 Dated 7/10/04. Received 11th October 1904.

Diary No. 1782	Enclos. —	Spare Copies. —	Serial No. /

BRIEF ABSTRACT OF LETTER.

States that judgment has been passed dismissing the suit and requests that he may be permitted to go to Mysore to present an application for withholding the amount due to the Plaintiff to be set off against the decree of costs payable by him

NOTES AND ORDERS.

Govt 7-11-04

1. As the suit involved a large amount and required careful handling, the Government, on the request of the Chief Engineer, authorise the Govt. Advocate, in their ~~order~~ No. 13788-88 dated 20th Feby 02, to defend the suit. 1164

Notes—First sheet.

MGOPB—5,000—18-5-04

General and Revenue Secretariat.

File No. 121 of 1904-05.

Serial No.	
	The Hon'ble submits the present reference. Submitted with a draft order for approval.
	21/10/04 Secy) — H. Wood
	2 Draft submitted to the Dewan Sahib for approval 22.10.1904
	17-11-04 2355 22.10.04 Because it is a P.W matter 17.11.1904
2	Govt. Proc No. J 1106-7 / C.121.2 dated the 5th November 1904. to the Govt. Advocate in Mysore & the Executive Engr. Mysore Division, thro' the Chief Engineer. Records Serial No. 1 authorises the Govt. Advocate to take all necessary steps to recover the amount of costs decreed to be payable by the Contractor, the action taken being reported to Govt. & requests the Executive Engr. not to pay the amount due to the Contractor either to him or to the Court.
3	From the Govt. Advocate in Mysore No. 75 dated the 5th November 1904. Forwards certified copies of the decree and judgment passed in the case, with a bill for Rs. 891-8-0 for his appearance in the case, & requests that sanction may be accorded to the said sum.
	Dy Secretary 8-10/11/04.

MGCPB—10,000—31-8-04.

Se ial
N .

3 "Draft passing the bill / fees. The judgment may be sent to the Chief Engr. for perusal".

From this date No. 16 dt 8/11/04.

Reports the action taken by him in the matter as called for in Sl No. 2

4 Dept. Engr's memo dt 10/11/04:-

"Communicate to Chief Engineer for perusal"

Draft bill as asked

11/11/04

11-11-04

5. Draft bill for approval

Seen

proposed.

6. Your draft submitted to the Devan Saheb thro' the 1st Councillor for information

996
16-11-04

&
14.11.1904

Seen. I confess my inability to understand the procedure adopted by the Engineer in this case. The draft of 22/10/04 was submitted by him direct to the Dewan and the Rough after some subsequent orders are sent to me for information. I do not know where I am & what my position is. May I beg the Dewan to ~~[illegible]~~ earnestly.

8 This should have been 17-11-04.

General and Revenue Secretariat.

File No. 12/ of 1904-05.

Serial No.	
	Submitted Direct to the Dewan Saheb, being a P.W. matter, sent by oversight was sent to you. I am sorry for this. — C. 17.11.1904.
17-11-04	9. Seen. Thanks. C. 17-11-04
	10 Submitted to the Dewan Saheb for information C. 18-11-1904
26.11.04	11. Seen. I might well have been spared this bother.
2816/16.11.04	12 File C. 27.11.1904
Record with B 27-11-04	5. Govt. Memo No. J 1246-47 & the 15th November 1904 to the Govt. Advocate & the Comptr. & Govt. Sanctions in full received with G.O. No. 3 & forwards the same to the Comptroller for audit.
	6. To the Chief Engineer in Mysore No. J 1248 C 121.6 & 15/11/04 Forwards for perusal & return copy of judgment passed in the case by the Dist. Judge, Mysore.
	7. To the Govt. Advocate in Mysore No. J 1249 & C 121.7 15/11/04.

G.R.S. 12]

General and Revenue Secretariat.

File No. 121 of 1904-05.

Serial No.	
	Records his letter reporting the action taken by him in the matter of the recovery of the amount of cost decreed to be payable by Mallick.
8	From the Chief Engineer at Mysore No. 1250 C14.8 dt. the 15th Nov 1904. Forwards copy of D.C. No. 4
9	From the Chief Engineer at Mysore No. 6870 dt. 18th/04. Returns the copy of Judgment forwarded for his perusal.

MGCPB—10,000—31-8-04.

111 Dec 8/1116 No. 65. J 782

(Contd.)

Dft No 179 Sec 1

Office of the Government Advocate in Mysore
Dated 7th October 1902.

From

The Government Advocate
in Mysore

To

The Secretary to the
Government of H. H. the
Maharaja of Mysore
Revenue & General
Departments.

Sir,

As per proceedings of Government Dy. No. 13788-89/J1164 dated 20th February '02,

Hay N

I appeared and Conducted the Civil Suit brought by Contractor Mallah against the Executive Engineer Mysore on the file of the District Court Mysore, and Judgment has been passed dismissing the

the plaintiff's suit with Costs.

I applied for the Copies of Judgment and decree, and I shall send them as they are received.

Certain amount is due to the plaintiff, which has to be set-off against the decree of Costs payable by him.

I beg permission to go to Lucknow to present the application and get the order passed and further request to inform the Executive Engineer Unao to pay the amount to plaintiff or to Court.

I beg that early orders may be passed as otherwise the

the account due by plaintiff will be attached by his Creditors

I have the honor to be

Sir

Your most Obedient

Servant

S Rawnsley

Government Advocate

G.R.S. 28]

File No. 121

Serial No. 2

Diary No. of letter replied to J 782.

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
(Cmdt.)

, *the* 5/11/04 190

Date of issue do

Signed by Mr. B.K. Venkatarangiya

READ.—

Letter No. 65 dated the 7th October 1904 from the Government Advocate in Mysore, stating with reference to the ~~letter~~ endorsement No. 13788-85 dated the 10th February 1902, J 1164 regarding the suit brought by Contractor ~~Sale~~

ORDER THEREON.—No.

Mallesh against the Executive Engineer, Mysore Division, on the file of the District Court, Mysore that judgment has been passed dismissing the suit and requesting that he may be permitted to go to Mysore to present an

over

SUBJECT

Copd. D.K.R. 8-11-04

Encd. Nil 8-11-04

MGCPB—5,000—21-6-04

5

application for withholding the amount due to the plaintiff to be set off against the decree for costs payable by him, the Executive Engineer being asked not to pay the amount either to Plaintiff or to Court.

Order thereon — No. 1106-7 — 9/5/11/04

1. Recorded C.121-2

2. The Government Pleader is authorised to take all the necessary steps to recover the amount of Costs decreed to be payable by the plaintiff in the Case; and he is requested to report the result of the action taken in the matter.

3. The Executive Engineer of the Mysore Division, is requested not to pay the amounts due to the Plaintiff either to him or to the Court.

2.10.1904

2345

3.XI.04

9/11/04 Secretary

To the Government Pleader to Mysore and the Executive Engineer, Mysore Dn. thro' the Chief Engineer in Mysore

5.11.04

5.11.1904

Serial No 3.

J 947.

5A

No 75
Encl: one three ordy

S.R. 113

Office of the Government
Advocate in Mysore.

Bangalore Dated 9th November 01.

To

Court
4-45 pm.

From,

Desp: having the Writ &c
the Note made send to
the Chief Engr. for perusal. Mr 10/11/01

The Government Advocate
in Mysore,

To,

The Secretary to the
Government of His Highness the
Maharaja of Mysore
General and Revenue Depart.

Sir,

With reference to Government
Proceedings No 13788-89 / J 1164 dated 20
February 1902, I have the honor to
forward herewith the certified Copies
of the Decree and Judgment passed
in OS. No 8 of 1900-01 on the file of
the District Court of Mysore,
Mallaiah ~~of~~ Mr V. H Karve and

Reg N.

5B.

another.

I herein enclose a bill for Rs 891-8-0 for my appearance in the case and request that the Government will be pleased to accord sanction for payment of the said sum.

I have the honor to be,

Sir,

Your most obedient Servant,

S Ramalingam

Government Advocate

In the court of the district-judge Mysore

Dated 31st-August-1904.

present:- M. Ramaswami Ayyr Esquire B.A.B.L.

district-judge.

Civil Suit-No: 8 of 1900-01.

plaintiff		defendants
Malliah.	##	1. Mr: V.A. Karve
		2. Mr: C.A. Mahadeva Sastri.

Suit-to recover Rs 35177-4-7 being the balance of the cost-incurred by the plaintiff in constructing the Chamaraja Anicut across the Kavery river on the site of the old Alalakatte Anicut and Rs 23033-7-2 being interest-by way of damages at 12 per cent, in all Rs 58,210-7-9 with Costs.

Cases 16-55

The

The plaint is as follows:-

1. That the plaintiff is a contractor in the Mysore D. P. W. and in 1894 he tendered like several others for construct-ing a new Anicut, since called the Chamaraja Anicut at or near the site of a former Anicut known as Alalakatte in the Yedatore Taluk of the Mysore District. His tender was accepted by the department.

2. That all preliminaries as to time, rate &c having been agreed upon, between the parties a final deed of agreement specifying such terms, rates, time, conditions &c was on 11th May 1894 executed by the plaintiff and one

one Annayya Naisby in favor of the Mysore Government represented by the then Executive Engineer, the 1st defendant, the time fixed for completing the work being on or before the 31st May 1895, Shortly afterwards, Anniah Naisby withdrew from working along with the plaintiff who alone continued the work and finished it within the time to the entire satisfaction of the authorities

3. That according to the deed of agreement of 11th May 1894 aforesaid, the plaintiff was bound to execute and supply such works and stores as are enumerated and described in the printed specification for Channel works at the rates for such items entered in the

the Schedule appended to.

4. That amongst the items enumerated in the said Schedule, is rang Stone slabs (8½'x1½'x7") dressed, for coping payable at Rs2/- per cubic foot or burnt Stone slabs 8½'x1½'x1' dressed for the same purpose. With this exception all the other stones intended to be used were stones from the old Alalakatte and Hadiya Anicuts.

5. During the progress of the work under the first defendant, the Channel Division was formed and 1st defendant handed over charge of the Anicut to the 2nd defendant who was at that time Executive Engineer of the Channel Division and under whose superintendence

Superintendence the work was completed.

Before the 1st defendant gave over charge to the 2nd defendant, he on finding that the stones of the old Anicuts were insufficient— or not suitable not readily available, the reason being best known to himself directed the plaintiff by a written order to supply 3600 stones of dimensions not less than 2½'×1½'×1'. The plaintiff supplied raw stones of these dimensions.

In order to complete the front and rear faces, the 2nd defendant after taking charge and finding that the stones ordered by 1st defendant were not sufficient, ordered the plaintiff

plaintiff to break up the Chisel-dressed raw Stone Slabs already prepared and brought for Coping, and with these and other Stones Supplied under his orders, the front and rear faces of the Aviant were finished.

6. After the Completion of the work, the 2nd Defendant would not come to a proper Settlement of accounts with the plaintiff. Hence arose a Series of correspondence between the parties as to the moneys due to the plaintiff. The defendants began niggling and haggling with the plaintiff in the course of the said correspondence, chiefly those dated 1-5-96. 6-10-1897. 22-7-1898. 8-9-1898. 8-3-1899. 3-6-96

25-8-98, 27-4-99 &c &c. The defendants put the plaintiff off from time to time subjecting him to the greatest loss and inconvenience, plaintiff several times petitioned the 2nd defendant and also the Superintending Engineer, but could get no redress from the latter as the 2nd defendant was always in the way. That the 2nd defendant ultimately on 2nd February 1899 served the plaintiff with No: 82 registered notice to the effect that the arrears on work due to him amounted only to 1333-1-3, with a deposit amount of Rs 500/- plaintiff was directed to sign the final bill then prepared and receive the above sums within three months, if not the said amounts would be credited to Government

Government as per orders of the Chief Engineer.

That as a last resort the plaintiff through his advocate Mr. J. Evers appealed to the Chief Engineer to the Mysore Government against the exparte order on 3rd March 1899 giving at the same time notice of the intended action in Court, if his claim were not considered and allowed. The Chief Engineer after some correspondence with the two defendants and the Superintending Engineer and the plaintiff's Advocate declined finally on the 17th July 1899 to entertain the plaintiff's claim. Hence the cause of action

The plaintiff's claim for work done as shewn in the annexed statement written in red ink commission } Rs. as. p. 35177-4-7

Interest by way of damages } Rs. a. p
at Rs 12% upto date of plaint } 23033-7-2

58210-7-9

Wherefore the plaintiff prays that a decree be passed for Rs 58210-7-9 with further interest from date of suit to date of decree and from date of decree to date of payment together with all costs and all such other relief as the Court may deem fit.

The written statement filed by the defendants is as follows:-

1. The plaintiff alone had no right to sue in as much as the contract bond was executed by and the work was entrusted to both plaintiff and one Annaiah Naisetty. The plaintiff alone did not finish the contract as stated

in

in the plaint, but it was both plaintiff and Amiah Maisby that worked the contract to the end.

2. It is true that the Executive Engineer Mr. Tarve ordered the plaintiff and Amiah Maisby to collect the stones from the quarry according to the measurement given by him. The first defendant was obliged to issue the said order not because the stones could not be had from the old Anicut, or that the stones there were insufficient but because stones had not been collected from the Anicut during the working season of 1896 when it ought to have been done. Judging from his progress it

it would not have been possible to collect the stones and complete the Anicut in the next working season of 1895.

3. The plaintiff did not produce any written order evidencing any undertaking on the part of the 1st defendant to pay higher rates for the stones collected under his orders. The plaintiff bases his claim for higher rates on the 1st defendants alleged promise, but the 1st defendant denies having made any such promise.

4. The quantity of stone stocked on the spot was a great deal less than the quantity required of the contractors by the defendant The contractors brought stones in long lengths for convenience of carriage and broke them at the site of the Anicut for use

use in the superstructure.

5. The stones brought to the spot at the time the body of the Asylum was under construction should be presumed to have been brought for that purpose and not for coping work. In fact the plaintiff had nothing to do with coping work which had been given to another contractor.

6. The plaintiff is not entitled to interest as the plaintiff refused to take the money remaining to plaintiff's credit in P.W.D. Department even though notice was given to him. Nothing is payable for the stones alleged to have been collected for the coping work. The plaintiff is not entitled to claim anything on this head.

7.

7. The plaintiff had been allowed Commission on the amount due to him and the amount of commission had been credited to his account and it includes in the sum of Rs 1333-1-3. plus the deposit - Viz Rs 500/- and the plaintiff is entitled to nothing more on any other account. The plaintiff is not entitled to costs of this Suit and is liable to pay the defendants costs.

The Suit came on for Settlement of issues on 29th March 1901.

plaintiff was represented by Mr: K. Chendrasekhariah and the defendants by Mr: G Rajalow (since deceased).

The following issues were framed.

1. Whether plaintiff alone can bring

being this Suit—?

2. Whether or not plaintiff is entitled to the rates claimed by him for the work done to the Chamaraj Anicut?

3. Whether any money is due to plaintiff or not, for stones stated to have been collected for coping work?

4. Whether or not plaintiff is entitled to the interest claimed by him?

5. Besides the Sum of Rupees 1333-13- plus the deposit of Rs 500/- admitted by the defendants to be due from them to plaintiff, to what amount, if any, is plaintiff entitled?

The additional issue framed on 25th February 1902 is

6. Whether the plaintiff's Suit is barred

barred by limitation?

The suit came on for final hearing on 19th August, 9th October and 12th December 1901, 21st January, 25th 26th, 27th and 28th February, 11th, 12th, 13th 14th and 26th March, 12th September 28th and 29th October and 9th December 1902, 25th January, 17th February, 18th 19th 20th and 24th June, and 22nd, 23rd, 26th and 25th July 1903.

Plaintiff was represented by Messrs J. Evers and K. Chendrasekheriah and the defendants by Mr. T. Ramaswamy Iyer.

The plaintiff examined the following witnesses.

1. Mr. V. H. Karve. 2. Mr. C. A. Mahadeva Sastry.

3. Malliah 4. Sinnaliah

5. Rangamah. 6 Rangaswami Modaliar.

The plaintiff filed the following exhibits:—

A. Copy of contract-bond furnished to plaintiff

A1 Original contract-bond dated 11th May 1894 with Schedule.

B. Advertisement dated 23rd October 1893 calling for tenders for constructing a new Anicut across the Kavery River on the site of the present Alada Kattai at a cost of Rs 80,000/-

C. Covering letter No: 567 dated 26th November 1893 submitting for orders of the Chief Engineer a project for constructing Anicut

Anicut referred to in Bal-
a cost of Rs 104762.

6 I. Project dated 26th November
1893 referred to in Exhibit-6.

D. Chief Engineer's notes on re-
-vising the project-Exhibit-
6 1/, and forwarded to the
Executive Engineer-Mysore
with No: 5503 dated 15th in
December 1893.

E. Modified estimate dated
7th February 1895 prepared
by the 2nd defendant.

H. Paolta Boyee's tender dated
22nd December 1893 for dressing
and carting the stones already
collected for Kalmattipur
Anicut work to the site of
the new Anicut at 4-14-0 per

per cubic foot.

G. Order No 4 dated 11th January 1894 issued to Porta Boyer accepting his tender Exhibit H.

H. Statement of rates signed by plaintiff and one Amiani Maistri and also initialled by the 1st defendant. Neither the date of presentation nor the date of receipt is inserted in the statement.

I. Draft-document No: 5346/1035 dated 26th December 1893 from the 1st defendant to the Assistant Engineer A la la la la la projet giving instructions about the subsequent changes of the projet in the Chief Engineer.

J. Tamarese order dated 26th de

December 1893 issued by the 1st Defendant to the plaintiff intimating him the approval of his tender for the construction of the Alakatte Anicut by the Chief Engineer K. K' and K2. Bills dated 30-4-94, 27th May 1894, and 26th June 1894 passed in favour of Poolla Boyee for Rs 1077-- for having carted slabs for coping from Kalkattapur Anicut.

L. Letter No: 35 80/669 dated 4/3 November 1896 from the 1st Defendant to the 2nd Defendant.

M. Order No: 730 dated 29/31 July 1894 issued by the 1st Defendant to plaintiff for the collection of 3600 slabs each measuring 2½ x 1½ x 1 for the Anicut work.

N. Bill dated 31-5- 1894 passed for Rs 1814-12-- in favour of plaintiff.

O

C. para 4 of the letter No: 4453/446 dated 22nd October 1893 from the 1st Defendant to the Chief Engineer applying for 10 trallies etc for carrying Stones from the Hadya Aniout to the Site of the one under construction.

P. Draft-docket-No: 4565/866 dated 26-10-1893 from the 1st Defendant to the Assistant Engineer Alakalatte Project prescribing certain rates for Masonry work in the 3rd para of the letter.

Q. Endorsement No: 86 dated 25th August 1898 granted by the 2nd Defendant to Plaintiff informing that there was no order of the Superintending Engineer to pay him at Rs 2/- and annas 6 1/2- for raw and cold Stones respectively.

R. A Bill of measurement of work

work dated 16-6-95 / 16-12-95 for Rs 2402-10-0

in favour of plaintiff.

J. -do- dated 26-8-96 / 2-9-97 final

bill in favor of plaintiff.

K. A modified final bill dated

26-8-96 in favour of plaintiff.

L. Notice No: 82 dated 7-2-99 issued

by the 2nd defendant directing the

plaintiff to receive Rs 1333-1-3 pies

plus Rs 500-0-0

M. Kamarese order No: 74 dated 22-7-98

informing the plaintiff that rates on

certain items of work done by him

have been raised under the orders

of the Superintending Engineer and

directing him to receive the amount

due to him at the aforesaid rate.

N. Kamarese order No: 161 dated 27-6-99

issued

issued by the 2nd Defendant directing him to appear before the Superintending Engineer at Mysore on 1st May 1899 for adjustment of his claims.

G. petition dated 25-1-1896 addressed to the Chief Engineer by plaintiff

G1 — do — dated 27-4-98 — do — do —

G2 — do — dated 1-6-1899 addressed to the Chief Engineer by plaintiff

G3 — do — dated 6-7-1899 — do — do —

G4 — do — dated 10-7-1899 — do — do —

G5 — do — dated 14-7-1899 — do — do —

H. — do — dated 6-1-1897 by plaintiff to the Dewan of Mysore.

AA — do — dated 8-1-1897 by plaintiff to Chief Engineer.

AA1 — do — dated 16-2-1897 by plaintiff to the Superintending Engineer

AA2 — petition dated 8-10-1899 by

by plaintiff to the 2nd Defendant.

A A3. do — dated 14-10-1897 by plaintiff to the Superintending Engineer

A A4. do — dated 4-7-98 by plaintiff to — do —

A A5. — do — dated 16-8-98 by plaintiff to the 2nd Defendant.

A A6. — do — dated 22-8-1898 by plaintiff to the Superintending Engineer.

A A7. do — dated 29-4-1899 by plaintiff to the Superintending Engineer.

A A8. do — dated 3-5-1899 by plaintiff to — do —.

B B. — do — dated 3-3-1899 by plaintiff's Advocate Mr: Evers to the Chief Engineer

B B1. — do — dated 6-3-1899 by plaintiff's Advocate to the Chief Engineer.

B B2. — do — dated 1-9-1898 by plaintiff to the Superintending Engineer

B B3. do — dated 24-7-1897 by — do — to — do —

6-6. docket No: 165 dated 27-2-1896 from the 2nd defendant to the Chief Engineer.

6-6¹ — do - No: 36 — dated 12-1-1897 from do - to the Superintending Engineer

6-6² — do - No: 190 - dated 26-2-1897 from the 2nd defendant to the Superintending Engineer.

6-6³ — docket No: 444 dated 9-3-97 from the Superintending Engineer to the 2nd defendant in reply to 6-6-6²

6-6⁴ — do - No: 432 dated 28-4-1897 from the 2nd defendant to the Superintending Engineer in reply to 6-6³.

6-6⁵ — do - No: 804 dated 31-5-1897 from the Superintending Engineer to the 2nd defendant in reply to 6-6-6⁴.

6-6⁶ — do - No: 1593 dated 2-8-1897 from do - to do - forwarding plaintiff's petition and enquiring why his claims were

were not settled

6-67. Do— No: 1723 dated 14-8-97 from —do- to the 2nd Defendant.

6-68. Do— No: 462 dated 22-8-1898 from the 2nd Defendant to the Superintending Engineer

6-69. Do— No: 472 dated 3-9-98 from the 2nd Defendant to the Superintending Engineer.

6-6[10]. — Do— No: 271 dated 2-6-98 from —do- to —do—.

6-6[11] — Docket No: 1830— dated 7-7-1898 from the Superintending Engineer to the 2nd Defendant in reply to 6-6[10].

6-6[12] — Do— No: 482 dated 7-9-98 from the 2nd Defendant to the Superintending Engineer.

6-6[13]. Copy of Endorsement No: 74 dated 22-7-98 granted by the 2nd Defendant, to plaintiff.

6-6[14]. — Draft letter No: 472/1 dated 1-9-98

from the 2nd defendant in continuation of Exhibit-669.

D.D. Entry at page 7 of the measurement book.

E E. Final Bill dated 16-6-1895 for work done by plaintiff.

E E1 Bill dated 26-10-1894 for collection of raw stones by plaintiff.

E E2 -do- dated 27-10-94 for -do-

E E3 -do- dated 27-8-94 for work done by plaintiff.

E E4. -do- dated 26-6-94 showing the collection of materials by plaintiff.

E E5 Bill dated 26-3-1894 for certain work done by plaintiff.

F F Tender dated 11-11-1893 presented by Narasinga Row.

F F1 Application dated 11-11-93 presented by -do-

F F2 Schedule of rates tendered by Narasinga Row.

F F3

FF. Application dated 23-11-93 of do-

FF4. —do— dated 26-2-94 of do—

GG. Tender of poolla Boyee presented on 28-11-1893.

H.H. Measurement book commencing from 10-1-94 and ending 17/19-9-95.

II. —do— from 28-2-95 to 16-6-95.

JJ. progress report for january, Febraury May and june 1894.

JJ1. Remarks dated 28-2-94 passed by the 1st defendant in Exhibit—JJ.

KK. Progress report for Febraury, May and June 1894.

LL. Measurement book from January 1894 to 7th May 1896.

MM. — do— from january 95 to 1/2 June 96.

NN. —Docket No:6 dated 3-1-94 from the Assistant—Engineer Alalakatte project—

project to the Executive Engineer Mysore.

C.C. — pencil notes containing questions and answers with a sketch.

The defendant to examined the following witnesses:-

1. Mr: N. Krishna Iyengar

2. Narasinga Row. 3. Postla Boyee.

4 Martin M. Barretto. 5. N. Chamaiah.

The following exhibits were filed by the defendants.-

I Application dated 18-11-93 of plaintiff about certain dates.

II Docket No: 283 dated 24-12-93 from the Assistant Engineer Alalahalli project to the Executive Engineer Mysore.

III Orders dated 26-12-94 passed by the 1st defendant on the Margin of Exhibit II

IV Entry at page 4 in the book marked 9.

V —do— at page 5 in the said book.

VI

VI —do— at page 7— ~~do~~ in the said book

VII Bill dated 5-1-95 in favour of plaintiff.

VIII — do — dated 27-2-94 —do— do —

IX —do— dated 28-2-95 —do— do —

X — do — dated 18-2-95 —do— do —

XI —do— dated 7-2-95 —do— do —

XII —do— dated 28-1-95 —do— do —

XIII —do— dated 28-3-94 —do— do —

XIV —do— dated 27-3-95 —do— do —

XV —do— dated 18-12-94 —do— do —

XVI —do— dated 30-4-94 —do— do —

XVII —do— dated 27-11-94 —do— do —

XVIII —do— dated 26-6-94 —do— do —

XIX —do— dated 19-5-95 in favour of Rootta Boyce.

XX Letter No: dated 1-11-94 from the overseer to the Executive Engineer Mysore.

XXI Docket No: 79 dated 4-4-94 from the overseer to the 1st defendant—

XXII

XXII Docket No: 382 dated 26-5-96 from the 1st defendant to the Executive Engineer - Chamaraj Channel Division.

The plaintiff and one Annaiah Naisby were joint contractors of the Chamaraj Anicut. Annaiah Naisby resigned the contract some months after the completion of the work and executed a power of attorney in the plaintiff's favour which was accepted by the department.

The anikut in question was constructed in place of the old Alakatte anikut which though greater in length was not irrigating more than 2000 acres whereas this anikut was intended for irrigating about 7000 acres.

Tenders for the work were invited in the month of October 93 and submitted

to the Chief Engineer with the plans and estimates, and approved by him with certain modifications in December.

Mr: Harve's recommendation about the work being given on contract to three different individuals was approved though it was considered somewhat peculiar under the circumstances.

The contract was given as follows:-

plaintiff and Amniah Maisby:-

Amicut work except coping.

Moone Venkalaswamy,

Head and scouring Sluices.

B. Narasinga Row:-

Coping and other Slabs.

The construction of the right Sluice was deferred.

The order of the Chief Engineer sanctioning the contract was communica-

to the plaintiff and Amniah Maisley on 26th December 1893. and they were directed to commence the work at once and attend the executive Engineer's office on 7th January 1894 to execute the agreement on Bunchalikas but as they did not appear it was executed on 11th May 1894 in the usual printed from to which a Schedule in Manuscript describing the different items of work with the rates was appended.

The work was practically commenced in January 1894 and finished in May 95. The final bill was prepared on 16th June 1895 and the plaintiff was called upon to attend and receive the amount, but upon his objection rates for the front and rear face work were raised from 10 & 6 annas to 10½ and 6½ annas

amas respectively and the commission was also raised from 10 to 15 percent. The amount so arrived at was offered to the plaintiff, but he refused.

He claimed the value of certain stones at Rs 2 and 2½ and also higher rates for the front and rear face work of the foundations which the defendants strenuously refused. The matter was also considered and decided against him by the Chief Engineer. The plaintiff thereupon filed the present suit for the recovery of Rs 58213-7-9 of which Rs 35177-4-7 represents the value of the work and the balance the interest at 12 per cent.

The major portion of the evidence was recorded by my predecessor. A few witnesses of whom Dr. Barretto is the Chief were examined by me.

The

The case was argued at great length on both sides for 5 days from 21st to 25th July 1903 and judgment was reserved. The defendants did not press the question of limitation and non-joinder.

After perusing the records I considered a personal inspection of the anicut indespensable owing to a direct conflict of evidence regarding one important item of work. I also found on the record an application by the defendants asking my predecessor to inspect the anicut. The plaintiff and his lawyer also insisted upon the inspection and as this could not have been done except in the dry season, I waited till march last and in Communication with the

defendants

defendants arranged to inspect the amkut on 22nd April in their presence with the plaintiff and his lawyer, and accordingly I inspected the amkut. In the course of my inspection the work done by the plaintiff was pointed out to me, and in order to verify the plaintiff's statement that he had done superior work to the facing of the foundation that is the same work as for the facing of the superstructure, I got into the bed of the river and with the help of a hammer one or two stones which had projected over the last course of the foundations were broken. I also inspected the old Alakkate

and

and Hadiya animals and the Quarry near Hadiya.

The 12th item claimed by the plaintiff is for facing work done to the foundations. In the schedule appended to the plaint he claims Rs 6482-13-- &c for this work that is for 2500 Cubit feet of new stones at Rs 2 per feet and for 3650 cubic feet at 6½ annas per foot.

The defendants contend that there was no provision in the estimate for such superior work to the foundations, that

that the plaintiff had therefore no business to execute it, and if he did it, which in fact he did not, he can claim no higher rate from the department.

Mr. Harvie who was in superintending charge of the architectural work from the commencement until 4th November 1894 says that during his time ~~his time~~ about two-thirds of the length of the foundation had been laid - that no hammer dressing was done to the stones

used for filling in the foundations, and that as far as he knew no hammer dressing was done to the faces of the foundation stones to the extent of 2 ft- in breadth each. Mr: Dharmadevasastry who assumed charge of the work from Mr: Harve says that the old ancient stones were used for the foundation and also entirely for the hearting of the superstructure and partly for the facing on both sides, that there is hearting in foundation work but no distinction is made between hearting and facing stones in foundation work, that no dressing is done to stones used for hearting either in the foundations or in the superstructure and no hammer dressed stones were used by the plaintiff for the face of the foundations, that no such work was provided in the estimate and that no face work was done for the foundations at all.

Mr: Barretto who was in direct charge of the work from the beginning to the end

and says that no superior face work had to be done in the foundations and no dressing for the foundation stones was done and that such work was unnecessary.

The weight of professional opinion is also in favour of the Defendants. Dressed stones which are admittedly more - costly would never be used for the foundations and no contractor would do so without special instructions in writing from the officer in charge when there was admittedly no provision for such work in the estimate.

I have also arrived at the same conclusion

conclusion upon personal inspection.

In the 1st: place there was no provision in the estimate and in the 2nd: place, there is the sworn testimony of (3) officers against the Plaintiff: in the 3rd: place, the opinion formed by me upon personal inspection.

The 2nd item of work for which higher rates are claimed relates in general to the slabs alleged to have been collected by the Plaintiff for coping work but stated to have been broken and used by the Plaintiff for facing work under the Verbal orders of the officer in charge. The Defendants

Defendants contend that in the old anicuts there were no stones fit for coping, that the coping work was never given to the Plaintiff, that there was therefore no reason for him to collect stones for that work, that in fact he collected none, that this work was first given to Narasinga Row, but as he refused it was given to one Rutta Boyee, and that he brought the required number of stones from Kallanathapur which were worked and used under departmental agency.

I find from the papers submitted by Mr: Karve to the Chief Engineer that the coping and other slabs had been

been given to Varasinga Row.

In the agreement executed by the Plaintiff however this item of work has been included and the dimensions of the raw and burnt-stones with rates for each have been specified.

Mr: Karve states that this was due to the inadvertance of the Subordinates in the office who generally obtain such agreements from the contractors whose tenders have been accepted by the department. I can quite understand this, and I am disposed to believe Mr: Karve's straightforward statement. It is impossible to believe that if his

his attention had been drawn to the subject, for: Karve would have in the face of his recommendation allowed the mistake to remain in the agreement. In this connection we should also remember that as a matter of fact the coping work was not at all done by the Plaintiff, but by one Pootta Boyee, whose tender at lower rates for the Kallanathpur slabs which belonged to the Government was accepted. He collected the stones, but part of the dressing and whole of the fixing was done under departmental agency.

Notwithstanding the fact that the officers

officers concerned did not expressly tell the Plaintiff that the coping work had not been included in his contract, though it formed part of the architect work and that its inclusion in the agreement was due to an oversight. Still I am of opinion that the Plaintiff who constantly remained on the work was bound to know that this work was being done by others and should have, if he had acted as honestly and fairly as he pretends to have acted, brought the matter to the express notice of the officers, and obtained their special and definite orders at least in the contractor's order book maintained

maintained in the department. I can never believe that he was ignorant of what was going on and if he had wilfully shut his eyes with a view to advance his present claim he does not deserve the help and sympathy of the Court, nor can the department strictly speaking, be held responsible for it. There is the sworn testimony of two Engineers who were in superintending charge of the work and of an overseer who was in direct charge from the commencement until completion, that ~~he~~ the Plaintiff had collected no coping slabs at all and that in order to finish the anekut work before the

the stipulated period, no such stones were ever ordered to be broken and used for other work. It is also difficult to believe that two Engineers like the Defendants would have ordered such superior stones to be broken and used for other work.

The defendants contend that as the Plaintiff was not showing sufficient progress and had not collected sufficient materials to enable him to finish the anekut within the Stipulated period he was fined twice and that all stones required for the anikut except the coping slabs and coned

could have been procured from the Hadiya and Alalakatte anikats, if he had worked as vigorously and promptly as he did at the Commencement.

I am satisfied upon personal inspection that there are stones of various kinds and dimensions in the old anikats even now which could have been used by the Plaintiff for the work. I quite understand the difficulties in removing them to the site of the new anikat so graphically described by Mr: Mahadevasastry in his evidence. The Hadiya anekut is about a mile or so from the new anikat. The banks of the river on both sides are pretty steep & high.

In order to remove stones and slabs from that anikat there are no beaten tracks formed by carts and people. On the Hadiya side there are also paddy flats and numerous water courses, pits, and gullies.

I was not able to walk to this anikat from the new anikat with my boots without much effort and caution.

I am therefore of opinion that the Plaintiff should have as stated by the defendants and their witnesses found it much easier to bring stones and slabs raw as well as burnt

burnt from other places.

There is no evidence on the Plaintiffs' side to prove that he incurred any additional cost for the stones and slabs so brought. We have expert opinion on record that new stones raw and burnt could be procured from the quarries for the same or even less cost.

There is also no evidence, to contradict the evidence of Mr: Mahadevasastry to the effect that no stones were brought except from the Saligram quarry, which can supply both raw and burnt stones.

In this connection we have to consider the effect of Exhibit (M) upon the defendants' contention. Mr: Karve admits with his

his usual candour that he issued that order to the plaintiff because he had not collected sufficient number of stones for the face work. The plaintiff was taking stones from alalakatte which is nearer and more convenient than the Hadiya anikat higher up until about the end of February 1894 but as this interfered with irrigation he was ordered to collect 3600 stones raw or burnt of ($2\frac{1}{2} \times 1\frac{1}{2} \times 1$) for the front and rear faces of the anikat. It was open to the plaintiff to have collected these stones from the Hadiya anikat but he did not do so owing to the difficulties of transit I have mentioned above. According to Exhibit I the Plff had reduced the rates for the stones of the Hadiya anikat from 7 to $6\frac{1}{2}$ annas, and for burnt size stones brought from a distance of 5 miles to $6\frac{1}{2}$ as. I can not therefore say that the defts

Defendants were not justified in passing these rates for stones used for the face-work irrespective of the sources from which they were obtained.

With regard to the difference in the quantity of work for which the Plaintiff claims payment, Mr. Mahadeva Sastry states that the Plaintiff, even when he objected to the rates and claimed higher rates never took exception to the quantity shown in the final bill. There is a difference of 1210 C. ft. in the face work of the superstructure and this difference has been explained as due to the average breadth of the face work, and Mr. Mahadeva Sastry says that when taking the final measurement he scrutinized,

and

and corrected the quantity as he was empowered to do under the agreement. I am satisfied with this explanation.

The Plaintiff has filed a schedule with the plaint showing the quantity and value of the various kinds of work done by him. He admits in his deposition that his figures are based upon his accounts, but no such accounts have been produced and inspected by the Court. He said that the accounts were in the possession of one Thirunavukkarasu. This individual was examined as a witness, but not a single question was put to him regarding the accounts.

There is practically no evidence except the Plaintiff's own in support of the case. He wants the Court to make out a case for him

him from supposed irregularities in the defendants' accounts and has not succeeded in his attempt.

These accounts were maintained by Officers and subordinates of the department and the work done was measured and paid from time to time.

Both Engineers have stated that the Plaintiff and his Co-Contractor never ~~suspected~~ impeached the correctness of the measurements and the rates, and that Ammiah Naidu severed his connection with the business because he was not satisfied with the propriety of the Plaintiffs' claim.

Owing to the fact and careful supervision of the defendants and their subordinates the work was finished not only within the stipulated period

period but also at a cost far below the estimated cost. This circumstance obviously excited the cupidity of the Plaintiff and his advisers and in spite of certain concessions promised and fulfilled by the officers he has advanced extravagant claims upon the department in support of which he has not adduced a shred of evidence either here or before the officers who were as anxious as himself to avoid litigation. I am of opinion upon a consideration of the oral and documentary evidence and the probabilities of the case; that the Plaintiff is not entitled to anything more than what was tendered to him by the department. He would have acted prudently if he had accepted it instead of rushing into court without

without the means of establishing his claim.

My findings on the issues are as follows:—

First issue - - - Waived by the defendants

Second issue - - - Negative.

Third issue - - - - do -

Fourth issue - - - - do -

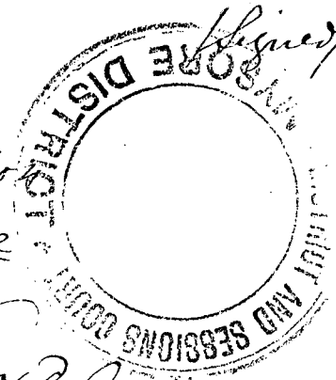
Fifth issue - - - - do

Sixth issue - - - Waived by the defendants

In the result, I hold that the Plaintiff is not entitled to the relief claimed and direct that his suit be dismissed except to the extent admitted with costs.

(Signed) M. Ramaswami Iyer
District Judge,

31/8/04
Mysore



Copy
Mr Ramayabhat
for Sheristadar

Date of application 29th September 1904
Date when stamps & fees were called for — 29th September 1904
Date when stamps & fees were ~~called for~~ deposited — 1st October 1904
Date when copy was made ready. 1st October 04
Date of delivery to S. Veeraswamy Iyer on behalf of the Govt Advocate — 1. 10. 04

Mr. Sheristadar

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Comparing the 4 pie keys
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below 100 is equal
to 100.

Copying fee 8—a—a

Stamp fee 2—a—a

Total fees 10—a—a

Paper cost—a—7—a

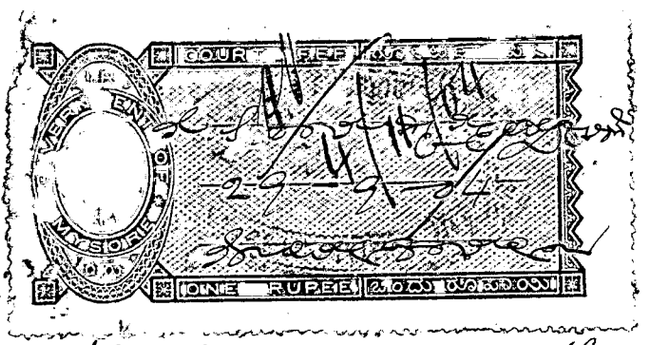
Grand total. 10—7—a

Received payment—

D. Subba Row

T. Ramdas

H. R. Subba Rao



No: 2227

In the Court of the District Judge at Mysore.

Original Suit No. 8 of 1900—01.

Plaintiff:- Mallial, Contractor, son of Timmaliah, residing in Doddapetta, Mysore.

Pages 1 to 3

Defendants:- 1. Mr. H. V. Rance, Superintending Engineer, Eastern Circle, Bangalore.

2. Mr. A. Mahadevasastry, Executive Engineer, Mysore Division.

Suit to recover Rs. 35177-11-7 being the balance of cost incurred by the Plaintiff in constructing the Chamaraja Anicut across the Cauvery river on the site of the old Alala-Kattay Anicut, and Rs. 23033-7-2 being the interest by way of damages at 12 per cent in all Rs. 58210-7-9 with costs.

On the passing of judgment in this suit in the presence of Messrs. J. Evers and K. Chendrasekariya, Advocates for the Plaintiff and Mr. S. Ramaswamy Iyer, Government Advocate for the defendants.

decreed Hereb
It is ordered and ~~decree~~ ~~that~~ the Plaintiff's
suit, except Rs 1333-1-3, and the deposit
of Rs 50 o/c as admitted by the defendants,
be and the same is hereby dismissed with
costs, and it is further ordered and decreed
that the Plaintiff do pay to the defendants
the sum of Rupees (924--2--8) only being
the amount of costs incurred in this suit,
as by memorandum annexed.

Given under my hand and the seal
of the Court this 31st day of August 1904.

(Signed) M. Ramaswami Iyer.

(District Judge.

Memorandum of Cost incurred in this Suit.

	By the Plaintiff.	By the defendants.
Court fee on Plaint	1225--"	"--"--"
" Power of Attorney	"--8--"	"--8--"
" Written Statement	"--"--"	"--"--"
" Exhibits	"--"--"	"--"--"
" Processes	26--8--"	5--4--"
Subsistences for Witnesses	34--4--"	26--8--"
Advocate's fee	891--8--"	891--8--"
Paper cost	"--4--"	"--2--"
Cost of Adjournment	"--"--"	"--"--"
Other stamps	"--2--"	"--1--"
Fees for copying, translating	50--1--4	"--3--8
Total Rs	2228--3--4	924--2--8

Amou

Amount payable by the Plaintiff to the

Defendants is Rs (924 – 2 – 8) only.

(Sd) M. R.

District Judge.

"Copy"

A. Venkatachari

Sheristadar.

Date of application with stamps 29th September 1904

Date when fees were called for 28th October 1904

Date when fees were deposited 4th November 1904

Date when copy was made ready 4th November 04.

Date of delivery to Mr. S. Ramaswami Iyer Government Advocate for Defts } 4th November 04

No. of words 225

Copying fee " – 4 – "

Exam'n fee " – 1 – "

Total " – 5 – "

A. Venkatachari

Sheristadar

111 Dues 9/11

No 76 Courts
Encl nil

4-4 5 Dec.

8/12/04

Serial No 4 J 948.64

Office of the Government
Advocate in Mysore,
Bangalore Dated 9th November'04

From,

Govt to draw for Remd 4/10/05

The Government Advocate
in Mysore.

To,

The Secretary to the
Government of His Highness
the Maharaja of Mysore
General and Revenue Departs.

Sir,

Hag V

In reply to Government Proceedings no J 1106-7 / C 121-2 dated 5th instant,
I have the honor to inform that
I had been to Mysore on the 2nd inst.
on the receipt of a letter from the
Chief Engineer in Mysore dtd 6177
dated 11th October'04 in reply to my
letter on the same subject asking
me to go to Mysore and take the

needful action in the matter, and ascertained from the Executive Engineer's Office the amount due to Plaintiff and then went to the District Court and found that the Decree Contained the Correct amount due to Plaintiff and the amount of Costs payable by Plaintiff Correctly entered in the Decree and under Sec 246 of the Civil Procedure Code the Plaintiff has to deduct the amount payable by him from the amount due to him.

I have the honor to be,

Sir

Your most obedient Servant

S Ramanathan

Government Advocate

66

G.R.S. 28]

File No. 121

Serial No. 5

Diary No. of letter replied to 1967

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.

(Cons.)

, *the* 15/11/ 1904

Date of issue 15/11/04

Signed by Mr. K. Sekhara Aiyar

READ:— Govt. Proc. Nr. 13788-89 dated 1902 / 1166 the 20th February 1903 authorising the Govt. Advocate to defend the suits brought against Govt. by Contractors Malliah and Manjappa.

ORDER THEREON.— No. 2 dated Nr. 75 dated the 9th November 1904. from the Govt. Advocate in Mysore forwarding certified copies of the decree and judgment passed in the suit brought by Contractor Malliah against messrs V. Kane & C. A.

over

SUBJECT

MGCPB—5,000—24-6-04

6

Mahadeva Sastry, in O.S. No. 8 of 1900-01, on the file of the District Court of Mysore with a bill of fees for Rs 89/-8-0 for his having appeared in the case & requesting that sanction may be accorded to the payment of the said sum.

Order thereon:— J 1246-7 8/15/11/04
C. 121-5

The bill received with the letter noted above is returned herewith to the Comptroller for audit.

14.11.1904

Secretary:

To the Govt. Advocate in Mysore

The Comptroller's bill with the bill

11/11/04 11-11-04

Copds. D.R.K. 15-11-04

Encds. 15-11-04

Serial No 6

G.R.S. 26]

File No. 121
Serial No. 6

Diary No. of letter replied to

No. J 11248 Gn.
C. 121 - Copy of Judgment

General and Revenue Secretariat
(bmrb)
, *the* 15/11/ 190 04

To
The Chief Engineer in
Mysore. Bangalore

Date of issue 15/11/04

Signed by Mr KS Chandra Sekhara Aiyer

In Continuation of this Govt order No. J 1106-7 C 121-2 dated the 5th November 1904, I am directed to forward herewith for perusal and return copy of the judgment passed by the District Judge of Mysore in O.S. No. 8 of 1900-01 on the file of his Court (Chandler Mallikarjuna Iyer V. H. Kanakachar Mahadeva Sastry).

Reported
14-11-1904
for Secretary

15/11/04
15-11-04

over..

SUBJECT.

69

G.R.S. 28]

File No. 121

Serial No. 7

Diary No. of letter replied to ———

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
(Civil)

, the 15/11/ 1906

Date of issue 15/11/06

Signed by Mr. K. S. Chandra Sekhara Aiyar
(Reg (V)

READ.—

† Govt. Proc. Nr. J 1106-7 dated 5.12.2 the 5th November 1906. authorising the Govt Advocate to take all the necessary steps to recover the amount of costs decreed to be payable by contractor Mallesh in the suit brought by him against the Executive Engineer Mysore Divn & requesting him to report the result of the action taken by him in the matter.

2. Letter Nr. 76 dated the 5th November 1906. from the Govt Advocate in Mysore.

† Papers marked in pencil

over

SUBJECT

7c

reporting the action taken by him in the matter.

Ade Dkeren:-J 1249 8/15/11/04
(C. 121-)
Recd

14.11.1904

Secretary

2 Ag Govt. Advocate in Mysore.

MR
11/11/04.
MR
11-11-04

Copd: V. Rn. R. 15-11-04.

Execd: MR 15-11-04

Serial No 8 71

Letter entered letter No. 76 dated the
9th November 1904. from the Govt.
of Mysore. Forwarded
to the Govt. General New Delhi J.

J 1250 dt 13/11/04
C. 121-8

Copies of the above
forwarded to the Chief Engineer
in Mysore for information and
in continuation of Govt Proc
No. J 1101-7 dated the 5th November
1904.

14.11.1904

14/11/04
11-11-04

Copd: V. R. 15-11-04

Examd: 15.11.04

J1027. Serial No 9 72

Mysore Public Works Department,

Central Office,

No. 6820

Dated Bangalore 18th November 1904

From,

W.Mc Hutchin Esquire,M.I.C.E.

Chief Engineer of Mysore.

To,

B.K.venkatavaradaiengar Esquire,

Secretary to the Government

of H.H.the Maharajah of Mysore,

General and Revenue Departments.

Has the honor to return the copy of the judgment de-
-livered by the District Judge of Mysore in the suit filed by Contractor Mulliah against Executive Engineers Messrs Karve and Mahadevasastry,received with General Secretary's No.J.1248/C.121 -6 of the 15th instant.

W. Hutchin Captain R.E.

Deputy Chief Engineer of Mysore.

18/11

L1027.

190

FROM

The Chief Engineer of Mysore.

To

The Secretary to the Government
General and Revenue Departments.

Dated
Bangalore 18-11-1904
Despatched

Received

General No. 6820
No.

Enclosure No. / Judgment-file

Returning the copy of the judgment delivered by the District Judge of Mysore in the suit filed by Contractor Mulliah against Executive Engineers Messrs Karve and Mahadevasastry &c